

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

TESSERA, INC., ) Case No.: 5:10-CV-04435-EJD  
)  
Plaintiff, ) **ORDER GRANTING DEFENDANT'S**  
) **MOTION FOR PARTIAL SUMMARY**  
) **JUDGMENT; DENYING**  
) **PLAINTIFF'S MOTION FOR**  
) **PARTIAL SUMMARY JUDGMENT**  
)  
v. )  
UTAC (TAIWAN) CORPORATION, )  
) **[Re: Docket Nos. 128, 141]**  
)  
Defendant. ) **FILED UNDER SEAL**  
)

Presently before the court in this licensing dispute action are Plaintiff Tessera, Inc.’s (“Tessera”) Motion for Partial Summary Judgment, Dkt. No. 128, and Defendant UTAC (Taiwan) Corporation’s (“UTC”) Motion for Summary Judgment as to Contract Interpretation, Dkt. No. 141. The court held a hearing on these matters on November 8, 2013. Having reviewed the parties’ briefing and heard the parties’ arguments, the court GRANTS UTC’s Motion and DENIES Tessera’s Motion.

## I. Background

### a. Factual Background

### i. The Parties and their Negotiations

Tessera is a patent holding company and developer of semiconductor packaging technology, which is sometimes referred to as “microBGA technology.” Decl. of Joseph M. Lipner ISO Tessera’s Mot. Partial Summ. J., Dkt. No. 138 Ex. 1 at 1-2. UTC is a Taiwanese

1 semiconductor packaging assembler. Id. Ex. 2. In 2001, UTC began manufacturing a small-format  
2 ball grid array package, which it called “window BGA” or “wBGA.” Dkt. No. 138 Ex. 10 at  
3 24:14-20; Ex. 12. By March 2001, a third party [REDACTED]  
4 [REDACTED] had approached UTC regarding a potential patent infringement claim it believed it had  
5 against UTC’s wBGA package. Dkt. No. 138 Ex. 9. Shortly thereafter, UTC met with Tessera and  
6 raised its concern over a potential patent infringement suit by [REDACTED]. On April 27, 2001 Tessera’s  
7 counsel, Christopher Pickett, sent a letter to UTC’s President, C.C. Tsai, addressing UTC’s concern  
8 and particularly noting that, should UTC take a license under Tessera’s MicroBGA Technology  
9 and patents, and in particular Tessera’s U.S Patents 5,950,304 (“the ’304 patent”) and 6,133,627  
10 (“the ’627 patent”) [REDACTED]

11 [REDACTED] Id. In May 2001, Tessera faxed a license term sheet a draft  
12 “TCC License Agreement” to UTC. Dkt. No. 138 Ex. 11.

13 The parties met in person in Taiwan on June 20, 2001 and August 9, 2001 to discuss terms  
14 of the licensing agreement, Tessera’s willingness to introduce UTC to potential customers, and the  
15 parties’ interest in working together on future technology development. Dkt. No. 138 Exs. 12-13.  
16 After these meetings, on August 22, 2001, UTC’s legal and intellectual property manager Wei-  
17 Heng Shan emailed Mr. Pickett to express UTC’s willingness to enter into a licensing agreement  
18 provided the parties could agree on a licensing fee and royalties. Dkt. No. 138 Ex. 15. [REDACTED]  
19 [REDACTED]  
20 [REDACTED]

21 [REDACTED] Id.

22 On September 4, 2001, Mr. Shan again sent an email to Mr. Pickett summarizing the key  
23 points of UTC’s position, [REDACTED]  
24 [REDACTED]

25 [REDACTED] Decl. of Dave H. Herrington ISO UTC’s  
26 Mot. Partial Summ. J., Dkt. No. 142, Ex. 13. [REDACTED]

27 [REDACTED] Id. Three

1 days later, on September 7, 2001, Mr. Pickett emailed Mr. Shan Tessera's TCC License Agreement  
2 (the "Agreement"), [REDACTED].

3 Dkt. No. 142 Ex. 14. The parties continued to negotiate the terms of the Agreement through  
4 November 2001 and ultimately signed the Agreement on December 3, 2001. See Dkt. No. 138 Ex.  
5 20. [REDACTED]

6 [REDACTED] Dkt. No. 138 Ex. 16.

7 **ii. The Terms of the Agreement**

8 Under the Agreement, Tessera granted UTC the right to make, use, and sell "TCC [Tessera  
9 Compliant Chip] packages" in exchange for royalties on the basis of those TCCs, calculated by  
10 reference to a defined schedule. Dkt. No. 138 Ex. 2 ¶¶ II.A and III.B. Particularly, the  
11 Agreement's license grant provided UTC with "a worldwide, non-exclusive, non-transferable, non-  
12 sublicensable, limited license to the Tessera Patents and Technical Information to assemble ICs  
13 into TCC packages and use or sell such TCC Packages." Dkt. No. 138 Ex. 2 ¶ II.A. The  
14 Agreement defined "TCC" as

15 an acronym for Tessera Compliant Chip, a type of integrated circuit ("IC") package which  
16 is the subject matter of certain Tessera Patents licensed hereunder. By way of non-limiting  
17 examples, such TCC packages may include IC packages that are in a fan-in arrangement  
18 where external electrical terminals overlie a surface of an IC device) or are in a fan-out  
19 arrangement (where external electrical terminals are arranged beyond the periphery of an IC  
20 device) or are in a fan-in/fan-out arrangement (where external electrical terminals both  
21 overlie a surface of an IC device and extend beyond the periphery of the IC device).

22 Id. ¶ I.A. Neither party addressed the definition of "TCC" during the course of their negotiations.

23 Dkt. No. 142 Ex. 12 at 121:7-122:2. The Agreement went on to define "Technical Information" as

24 Package assembly know-how relating to the design, manufacture and assembly of TCC  
25 packages...which may be proprietary and/or confidential in nature and which may include,  
26 without limitation, material specifications, current best method of assembly, tooling  
27 specifications, design methods and techniques, proprietary software, process data, yields

1 reliability data, and other Tessera engineering data and test results needed by UTC (the  
2 foregoing by mutual agreement) to exercise the rights, licenses and privileges granted  
3 thereunder.

4 Dkt. No. 138 Ex. 2 ¶ I.B. It also contained an attachment listing the specific Tessera patents and  
5 applications it covers. Dkt. No. 138 Ex. 2 Attach. A. The term of the Agreement was set such that  
6 it “shall remain in full force until the expiration of the last to expire of any Tessera Patent.” Dkt.  
7 No. 138 Ex. 2 ¶ X.A.

8 **iii. The 2002 Amendment to the Agreement**

9 In August 2002, UTC contacted Tessera regarding a [REDACTED] issue it faced as a result  
10 of the Agreement. Dkt. No. 138 Ex. 22. [REDACTED]  
11 [REDACTED]

12 [REDACTED] Accordingly, the parties executed the First Amendment to TCC License Agreement  
13 and Joint Cooperation Agreement (the “Amended Agreement”) on September 24, 2002. Dkt. No.  
14 138 Ex. 24.

15 The changes to the Agreement highlighted the parties’ understanding that the Agreement  
16 contemplated a transfer in technology from Tessera to UTC. To that end, the recitals contain  
17 statements that “the parties wish to clarify that Tessera transfers technology to Licensee under the  
18 Agreement and Licensee will use such technology in Taiwan” and that “the parties wish to amend  
19 the Agreement to reflect such intent.” Id. The Amended Agreement also contains an explicit  
20 recital that “UTC wishes to transfer technology from Tessera and use the Tessera patented  
21 technology and Technical Information to assemble said TCC packages and to sell same in  
22 accordance with the terms hereof.” Id. These amendments appear to be the only relevant changes  
23 to the Agreement.

24 **iv. The Expiration of Tessera’s Patents**

25 Following the parties’ execution of the Agreement, UTC began to accrue and pay royalties  
26 on its wBGA package.<sup>1</sup> UTC asserts that the royalties covered its use of the Tessera ’627 and ’304

27 <sup>1</sup> The parties acknowledge that UTC did not pay Tessera royalties over a period of time. However, because the parties  
28 do not appear to dispute that the royalties continued to accrue during this period, or that the royalties were ultimately

patents, which are part of a patent family known as the Khandros patents. These patents expired on September 24, 2010. Dkt. No. 142 Exs. 17, 18. The day before the Khandros patents expired, UTC notified Tessera that it considered these patents to be the only basis for its royalty payments under the Agreement and thus that it would cease making such payments upon expiration of these patents. Dkt. No. 138 Ex. 42.

**b. Procedural History**

Less than a week after the expiration of the Khandros patents, on September 30, 2010, Tessera filed the instant action against UTC, raising claims of (1) breach of contract; (2) declaratory relief; and (3) breach of the implied covenant of good faith and fair dealing. Dkt. No. 1. UTC filed a motion to dismiss, which this court granted on March 28, 2012. Dkt. No. 76. Tessera filed its First Amended Complaint (“FAC”) on April 19, 2012 (Dkt. No. 81) and UTC answered the FAC and filed two counterclaims for declaratory judgment on May 22, 2012 (Dkt. No. 87). On June 26, 2012, this court issued a scheduling order limiting the initial phase of discovery and dispositive motion practice to issues of contract interpretation. Dkt. No. 92. In accordance with that order, the parties filed the instant cross motions for summary adjudication on the issue of contract interpretation on July 3, 2013. The court now turns to the substance of these motions.

## II. Legal Standard

A motion for summary judgment should be granted if “there is no genuine dispute as to any material fact and the movant is entitled to a judgment as a matter of law.” Fed. R. Civ. P. 56(a); Addisu v. Fred Meyer, Inc., 198 F.3d 1130, 1134 (9th Cir. 2000). The moving party bears the initial burden of informing the court of the basis for the motion and identifying the portions of the pleadings, depositions, answers to interrogatories, admissions, or affidavits that demonstrate the absence of a triable issue of material fact. Celotex Corp. v. Catrett, 477 U.S. 317, 323 (1986).

If the moving party does not satisfy its initial burden, the nonmoving party has no obligation to produce anything and summary judgment must be denied. *Nissan Fire & Marine Ins.*

paid, the court will not address the digressive dispute regarding UTC's temporary nonpayment. See Dkt. No. 128 at 10.

1 Co., Ltd. v. Fritz Cos., Inc., 210 F.3d 1099, 1102–03 (9th Cir. 2000). On the other hand, if the  
2 moving party does meet this initial burden, the burden then shifts to the nonmoving party to go  
3 beyond the pleadings and designate “specific facts showing that there is a genuine issue for trial.”  
4 Fed. R. Civ. P. 56(e); Celotex, 477 U.S. at 324. The court must regard as true the opposing party's  
5 evidence, if supported by affidavits or other evidentiary material. Celotex, 477 U.S. at 324.  
6 However, the mere suggestion that facts are in controversy, as well as conclusory or speculative  
7 testimony in affidavits and moving papers, is not sufficient to defeat summary judgment. See  
8 Thornhill Publ'g Co. v. GTE Corp., 594 F.2d 730, 738 (9th Cir. 1979). Instead, the non-moving  
9 party must come forward with admissible evidence to satisfy the burden. Fed. R. Civ. P. 56(c); see  
10 also Hal Roach Studios, Inc. v. Feiner & Co., Inc., 896 F.2d 1542, 1550 (9th Cir. 1990).

11 Where the moving party will have the burden of proof on an issue at trial, it must  
12 affirmatively demonstrate that no reasonable trier of fact could find other than for the moving  
13 party. Soremekun v. Thrifty Payless, Inc., 509 F.3d 978, 984 (9th Cir. 2007). However, where the  
14 nonmoving party will have the burden of proof at trial on a particular issue, the moving party need  
15 only point out “that there is an absence of evidence to support the nonmoving party's case.”  
16 Celotex, 477 U.S. at 325. Provided there has been adequate time for discovery, summary judgment  
17 should be entered against a party who fails to make a showing sufficient to establish the existence  
18 of an element essential to that party's case, and on which that party will bear the burden of proof at  
19 trial. Id. at 322–23. “[A] complete failure of proof concerning an essential element of the  
20 nonmoving party's case necessarily renders all other facts immaterial.” Id. at 323.

### 21 III. Discussion

22 California law governs the interpretation of the Agreement. “The fundamental goal of  
23 contractual interpretation is to give effect to the mutual intention of the parties.” Powerine Oil Co.,  
24 Inc. v. Super. Ct., 37 Cal. 4th 377, 390 (2005); Cal. Civ. Code § 1636. “It is the outward  
25 expression of the agreement, rather than a party's unexpressed intention, which the court will  
26 enforce.” Winet v. Price, 4 Cal. App. 4th 1159, 1166 (Cal. Ct. App. 1992). Thus, “[t]o avoid  
27 future disputes and to provide predictability and stability to transactions, courts attempt to interpret

1 the parties' intentions from the writing alone, if possible." Abers v. Rounsavell, 189 Cal. App. 4th  
2 348, 356 (Cal. Ct. App. 2010) (citing Cal. Code Civ. Proc. § 1636). When parties dispute the  
3 meaning of language in a contract, the court must determine whether such language is ambiguous  
4 by deciding whether it is "reasonably susceptible" to more than one of the interpretations urged by  
5 the parties. Badie v. Bank of Am., 67 Cal. App. 4th 779, 798 (1998). "An agreement is not  
6 ambiguous merely because the parties (or judges) disagree about its meaning." Abers, 189 Cal.  
7 App. 4th at 356. Instead, "words still matter" and "written agreements whose language appears  
8 clear in the context of the parties' dispute are not open to claims of 'latent' ambiguity." Id.  
9 (citation omitted).

10 The parties agree that UTC must pay royalties on products that satisfy the definition of  
11 TCC ("a type of integrated circuit ('IC') package which is the subject matter of certain Tessera  
12 Patents licensed hereunder"). The parties also agree that, pursuant to this definition, UTC must pay  
13 royalties on products embodying one or more claims of relevant Tessera patents, as such  
14 technology would readily be classified as embodying the "subject matter" of Tessera's patents.  
15 The parties disagree, however, as to whether UTC must also pay royalties for products that  
16 arguably embody the "subject matter" of Tessera's patents but that are not explicitly covered by the  
17 claims of such patents. Accordingly, the parties contend that their cross-motions for summary  
18 judgment turn solely on the interpretation of the phrase "subject matter."

19 Tessera proffers that "subject matter" should be considered in its ordinary and broad sense  
20 and found to signify the "core concepts" described in the entire patent document, including in the  
21 abstract, specification, drawings, and claims. Dkt. No. 128 at 13, 15. UTC counters that "subject  
22 matter," in the context of the Agreement, means the technology that has actually been patented, i.e.  
23 only the technology falling under the patents' claims. Dkt. No. 141 at 9. Because the parties have  
24 presented a dispute as to the meaning of a term of the Agreement, the court must determine  
25 whether that term is reasonably susceptible to either party's interpretation. Badie, 67 Cal. App. 4th  
26 at 798. "Whether the contract is reasonably susceptible to a party's interpretation can be

1 determined from the language of the contract itself or from extrinsic evidence of the parties'  
 2 intent." Id. (quotation marks and citations omitted).

3 The court begins with an examination of the language of the Agreement itself. In doing so,  
 4 the court is mindful that the parties are both sophisticated corporations with experience in patent  
 5 licensing and thus would have negotiated the Agreement with patent law in mind.<sup>2</sup> See Tex.  
 6 Instruments Inc. v. Tessera, Inc., 231 F.3d 1325, 1329-30 (Fed. Cir. 2000) (holding that, in  
 7 interpreting the disputed term "litigation," the district court erred in applying the California Code  
 8 of Civil Procedure's definition instead of patent law's understanding because the parties were  
 9 sophisticated technology companies that would have contemplated patent law, including its  
 10 remedies, when negotiating the contested licensing agreement).

11 The Agreement obligates Tessera to provide UTC a "license to Tessera Patents and  
 12 Technical Information to assemble ICs into TCC packages and use or sell such TCC packages."  
 13 Dkt. No. 138 Ex. 2 ¶ II.A.<sup>3</sup> In return the Agreement obligates UTC to [REDACTED]

14 [REDACTED]  
 15 [REDACTED] Id. ¶¶  
 16 III.B, I.F. Of utmost importance to the Agreement, then, is the meaning of TCC, for it forms both  
 17 the foundation of the license grant and the exclusive basis of the royalty calculation.

18 Under the Agreement, TCC is defined as "a type of integrated circuit ('IC') package which  
 19 is the subject matter of certain Tessera Patents licensed hereunder." Dkt. No. 138 Ex. 2 ¶ I.A. The  
 20 parties spill much ink on the generalized meaning of "subject matter," insisting that the instant  
 21 motions can be resolved by a reading of this phrase alone. Indeed Tessera embraces the term's  
 22 breadth, arguing that the court should define the "subject matter" of a patent the same it would the  
 23 "subject matter" of "a contract, a movie, or anything else." Dkt. No. 128 at 15. Such efforts  
 24 amount to nothing more than misdirection. The term does not rest alone in the Agreement, such

25 <sup>2</sup> The court would impute this knowledge to the parties regardless of whether it found the  
 26 Agreement to be a straight patent license, as argued by UTC, or a broader technology license, as  
 27 argued by Tessera.  
 28 <sup>3</sup> As the relevant provisions remain unchanged between the Agreement and the Amended  
 Agreement, and as the parties consistently cite to the Agreement, the court will also cite the  
 Agreement, rather than the Amended Agreement, in its analysis.

1 that the court must provide guidance on the abstract notion of “subject matter” without any  
2 mooring; to the contrary, the term, when read completely as “subject matter of certain Tessera  
3 patents” drops its own anchor.

4 In focusing the parties’ arguments on the actual term in dispute—the “subject matter of...  
5 patents”—the meaning of the term becomes quite obvious. A “patent,” according to the PTO, is:

6 a property right granted by the Government of the United States of America to an inventor  
7 ‘to exclude others from making, using, offering for sale, or selling the invention throughout  
8 the United States or importing the invention into the United States’ for a limited time in  
9 exchange for public disclosure of the invention when the patent is granted.

10 Glossary, United States Patent and Trademark Office, <http://www.uspto.gov/main/glossary/> (last  
11 accessed March 28, 2014). Thus, the “subject matter of...patents” as it appears in the Agreement,  
12 read in the context of patent law, refers to technology covered by the “property rights” granted to  
13 Tessera by the PTO. See 35 U.S.C. § 2(a)(1) (vesting the PTO with the responsibility of granting  
14 patents). In patent law, it is axiomatic that the scope of those property rights, i.e. the scope of  
15 patent protection, is defined by the claims. 35 U.S.C. § 100(j) (defining “claimed invention” as  
16 “the subject matter defined by a claim in a patent or an application for a patent”); Johnson &  
17 Johnston Assocs. v. R.E. Serv. Co., 285 F.3d 1046, 1052 (Fed. Cir. 2002) (en banc) (“Both the  
18 Supreme Court and this court have adhered to the fundamental principle that claims define the  
19 scope of patent protection.”). Accordingly, the “subject matter of...patents” refers not to the “core  
20 concepts” of the technology as described in the specification, drawings, or elsewhere, but instead to  
21 the invention actually disclosed in the claims.<sup>4</sup>

22 Contrary to Tessera’s assertion, the Agreement’s definition of “Patent” as including patent  
23 applications does not support a finding that “subject matter of...patents” should be understood to

24  
25 <sup>4</sup> Though Tessera provides the court with numerous occurrences of the phrase “subject matter” in  
26 patent law where “subject matter” does not refer to property rights, these references only showcase  
27 “subject matter” in its generic sense, without relevant qualification; none of the controlling  
authority Tessera cites relates to the specific term “subject matter of...patents.” To the extent that  
any cited non-binding authority suggests a broader interpretation of that phrase, the court disagrees  
for the reasons set for above.

1 cover anything other than patented technology. Patent applications convey no non-provisional  
2 U.S. government-granted “property rights” to the applicant; thus their inclusion in the Agreement’s  
3 definition of “Patent,” and by extension to “Tessera Patents” and “TCC,” could indeed suggest a  
4 broader understanding of the term than the strict PTO definition. Yet in this case, the very next  
5 section of the disputed Agreement belies any such interpretation. That section, which defines the  
6 term “Tessera Patent,” [REDACTED]

7 [REDACTED] Dkt. No. 138 Ex. 2 ¶¶ I.D,  
8 I.E. By its terms, the Agreement contemplates that the license grant will extend to include  
9 technology disclosed in Tessera’s patent applications once those applications have matured, i.e.  
10 once the technology has been patented.

11 Nor do the Agreement and Amended Agreement’s references to “Technical Information”  
12 compel a different conclusion. Under the Agreement, Tessera provided a license to both “Tessera  
13 Patents” and “Technical Information” so that UTC could assemble, use, and/or sell TCC packages.  
14 Dkt. No. 138 Ex. 2 ¶ II.A. “Technical Information” is defined as “package assembly know-how  
15 relating to the design, manufacture and assembly of TCC packages.” Dkt. No. 138 Ex. 2 ¶ I.B  
16 Thus, under the Agreement, Tessera provided a license both to the patented technology—TCC  
17 packages—as well as to the practical information that may be needed to assemble the technology.  
18 As has already been discussed, the Agreement defines TCC in clear relationship to “Tessera  
19 Patents” (i.e. as the “subject matter of certain Tessera Patents”). The definition of TCC lacks a  
20 similarly clear invocation of “Technical Information,” likely because the two are distinct concepts.  
21 Considering the parties readily defined and used the term “Technical Information” throughout the  
22 Agreement, the court will not read that term or its meaning into the definition of TCC.  
23 Accordingly, the court finds that the references to “Technical Information” in the Agreement do  
24 not serve to expand the meaning of “subject matter of...patents” to include anything other than the  
25 patented technology.

26 Tessera’s argument regarding the infringement-based language used elsewhere in the  
27 Agreement is equally unpersuasive. This language appears in the context of UTC’s granting  
28

1 Tessera a cross-license to any UTC-made improvements on or relating to the licensed Tessera  
2 technology. The Agreement shows that UTC granted a cross-license to Tessera to use any “UTC  
3 improvements and UTC’s Patents covering any inventions contained in such UTC Improvements”  
4 and defines “UTC improvements” as “derivatives, improvements, modifications, or enhanced  
5 specifications relating to a TCC package, or related materials, that may infringe a Tessera Patent or  
6 may be made or incorporated in a TCC package by or for UTC.” Dkt. No. 138 Ex. 2 ¶¶ I.G, VII.B.  
7 As to the term “covering,” Tessera has failed to provide any compelling evidence or argument  
8 showing a functional difference between a license to “patents covering [a technology]” and to “the  
9 subject matter of...patents;” therefore that the parties employed both phrases in their Agreement  
10 does not disturb the court’s finding. As to the phrase “infringe a Tessera Patent,” it appears in the  
11 distinct context of a hypothetical UTC invention that encroaches upon Tessera’s patent rights. In  
12 contrast, the “subject matter of...patents” term at issue in this case appears in the context of  
13 defining Tessera’s own technology, specifically defining that technology as “a type of integrated  
14 circuit (“IC”) package which is the subject matter of certain Tessera Patents.” Dkt. No. 138 Ex. 2 ¶  
15 I.A. It would have been contradictory or even absurd to use the term “infringe” in this latter  
16 context, as Tessera certainly could not infringe its own patents. Under these circumstances, the  
17 parties’ specific use of infringement-based language in the Agreement does not suggest that  
18 “subject matter of...patents” means anything other than the patented technologies.

19 For the reasons stated, the definition of “subject matter of...patents” is not reasonably  
20 susceptible to Tessera’s interpretation. Accordingly, the term is not ambiguous and its clear and  
21 explicit meaning must govern. See Bank of the West v. Super. Ct., 2 Cal. 4th 1254, 1264 (1992).  
22 Under these circumstances, the court need not go on to consider the parties’ arguments regarding  
23 the submitted extrinsic evidence. The court notes that its conclusion is based only on its above  
24 assessment of the narrow term presented. The court does not by this Order intend to imply a  
25 finding on the reasonableness or legality of infringement- versus definition-based licenses,  
26 estoppel, or any other matter raised in the parties’ briefing not addressed herein.

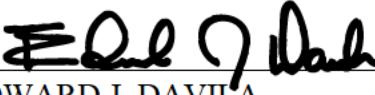
1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

#### **IV. Conclusion**

Based on the foregoing, the court hereby GRANTS UTC's Motion for Partial Summary Judgment and DENIES Tessera's Motion for Partial Summary Judgment. The court hereby sets a CMC in this matter for May 9, 2014 at 10:00 a.m. The parties shall submit a Joint Case Management Conference Statement, which shall fully comply with the Standing Order for All Judges of the Northern District of California and this court's standing orders, by no later than May 2, 2014.

#### **IT IS SO ORDERED**

Dated: March 31, 2014

  
EDWARD J. DAVILA  
United States District Judge